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TA/5274

**COLLECTIVE NEGOTIATIONS  
AGREEMENT**

**between**

**HOLLAND CENTRAL SCHOOL DISTRICT**

**and**

**HOLLAND TEACHERS ASSOCIATION**

**Begins: July 1, 2004**

**Ends: June 30, 2008**

**RECEIVED**

**MAY 23 2007**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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PREAMBLE

This Agreement is entered into as of July 1, 2004 by and between the Holland Central School District and the Holland Teachers Association.

ARTICLE 1. PERTAINING TO THIS AGREEMENT

- 1.1.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- 1.1.2 As used in this Agreement
- (1) "Agreement" means this Agreement, all appendices, if any, attached thereto and all amendments thereto, if any, made during the term of this Agreement.
  - (2) "District" means the Holland Central School District.
  - (3) "Board" means the Board of Education of the District.
  - (4) "Superintendent" means the person appointed to the position of Superintendent of Schools.
  - (5) "Association" means the Holland Teachers Association.
  - (6) "Teacher" means a person in the negotiating unit for which the Board has recognized the Association as the exclusive representative.
- 1.1.3 It is the intent of the parties that a term or condition of employment expressed in a provision of this Agreement shall prevail unless there is an applicable constitution or statute which explicitly and definitively prohibits agreement on such a provision. If any provision of this Agreement shall be finally determined by a court of competent jurisdiction to be explicitly and definitely prohibited by an applicable constitution or statute, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 1.1.4 This Agreement takes effect as of 12:01 a.m. on July 1, 2004 and continues in effect until midnight on June 30, 2008.
- 1.1.5 The terms of this Agreement shall not interfere with the District's obligation to comply with the Americans with Disabilities Act, and therefore, notwithstanding any

provisions of this Agreement to the contrary, the District is expressly permitted to take all actions necessary for such compliance.

## ARTICLE 2. DISTRICT - ASSOCIATION RELATIONS

### 2.1 Recognition

- 2.1.1 The District recognizes the Association as the exclusive representative for purposes of collective negotiations and the administration of grievances of all classroom teachers who spend 50% or more of their time in the classroom, guidance counselors, school nurse-teachers, certified librarians, school psychologist and all regular substitutes who are replacing teachers on extended leaves of at least two months duration, but excluding adult education teachers and all other employees.
- 2.1.2 This recognition shall extend for the maximum period permitted by law.
- 2.1.3 The Association agrees to maintain its eligibility to represent classroom teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, and to represent equally all employees without regard to membership or participation, or association with the activities of, any employee organization.
- 2.1.4 Exclusivity - The rights and privileges of the teachers' organization and its representatives as set forth in this article shall be granted only to the Holland Teachers Association as the exclusive representative of the teachers.

### 2.2 Negotiation Procedures

- 2.2.1 Negotiations teams shall be selected by the District and the Association, respectively. Teams' membership shall only exceed four in number when either team wishes to invite a consultant.
- 2.2.2 If either party desires to negotiate a successor to this Agreement, it shall so notify the other not later than March 15<sup>th</sup> of the final school year of this Agreement. The negotiations teams shall meet after such notification on a mutually acceptable date but not later than May 1<sup>st</sup>, at which time both parties shall simultaneously exchange negotiation packages. Throughout negotiations, however, either party may modify its proposals or submit counter proposals which refer to any proposal of the other party that is on the table.
- 2.2.3 All subsequent meetings shall be held at mutually agreeable times, places and dates.

- 2.2.4 As agreement is reached between the two teams on an item being negotiated, it shall be reduced to writing, and at least one copy for each party shall be initialed and dated by the chief spokesman of both parties as evidence of such agreement.
- 2.2.5 When agreement has been reached covering the areas proposed for negotiations, the proposed agreement shall be reduced to writing as a memorandum of agreement and submitted to the Association, the Executive Officer, and to the extent required by law, to the Board of Education for approval. Following such approvals, the District shall take such action on the memorandum of agreement as is necessary to make it official.
- 2.2.6 The District and the Association will each share one-half of the cost of reproducing the resulting, new Agreement.

### 2.3 Grievances

- 2.3.1 A grievance is a claim by an employee that there has been a violation or a misinterpretation, or inequitable application which constitutes a violation of any provision of this Agreement.
- 2.3.2 The aggrieved employee will first take up the matter informally or verbally with his immediate supervisor, not later than the end of the fifteenth school day after the day of the incident out of which the grievance arose, or the day on which the teacher first knew or reasonably should have known of the incident. The grievant may be accompanied by a teacher designated by the Association.
- 2.3.3 If the grievance is not resolved informally within 5 school days, it is to be reduced to writing and presented to the Superintendent.
- 2.3.4 If all or substantially all of the teachers in a building are aggrieved by the same incident, the Association may submit a grievance directly to the Superintendent on their behalf. Such a grievance must be submitted not later than the fifteenth school day after the day of the occurrence of the incident out of which the grievance arose, and the signature of the Association's grievance chairman may be substituted on the grievance for the signatures of the actual grievants.
- 2.3.5 The Superintendent will hold a meeting on the grievance within 5 school days after he receives the written grievance. The grievant may be represented by an Association designee. The Superintendent will respond in writing to the grievant no later than 5 school days after the meeting.

- 2.3.6 If the grievant and the Association are not satisfied with the Superintendent's response, the Association may submit the grievance to arbitration by, not later than the tenth school day after the Superintendent's response, sending a letter to the American Arbitration Association ("AAA") which specifically identifies the grievance by date and the name of the grievant. A copy of the letter must be sent to the Superintendent. The letter shall request the AAA to send to each party a list of 15 names of potential arbitrators. Each party shall cross off the names which are unacceptable to it and number the remaining names, if any, in order of the party's preference and shall return its list to the AAA within 10 school days of receiving it. The AAA shall then name the arbitrator most preferred by the parties. If the AAA determines that no mutual choice has been made from the first list, it shall send a second list of 15 names to each party and the foregoing process shall be repeated. If the AAA determines that no mutual choice has been made from the second list, the AAA shall name another person to serve as arbitrator.
- 2.3.7 The arbitration proceeding shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA to the extent that those Rules are consistent with the provisions of this Agreement.
- 
- 2.3.8 The decision of the arbitrator shall be final and binding on the parties and the teachers. The arbitrator shall determine whether this Agreement has been violated as alleged in the grievance by interpreting and applying this Agreement, but the arbitrator shall have no power to add to, subtract from, or otherwise modify the provisions of this Agreement or to require the commission of an act violative of any law or rule or regulation having the force and effect of law.
- 2.3.9 The arbitrator's fees and expenses shall be shared equally by the parties. All other expenses shall be paid by the party which incurs them.
- 2.3.10 Any party which requests that a transcript of the arbitration hearing be made shall pay the entire costs thereof and shall furnish copies of the transcript free of charge to the arbitrator and to the other party. However, when a transcript is prepared by mutual consent of both parties, the costs (including the cost of the arbitrator's copy) shall be shared equally by the parties.
- 2.3.11 No teacher shall be subject to reprisal, intimidation, harassment or coercion by any other teacher or by the District or the Association, or by any organization with which the Association is affiliated, because of having exercised his rights under this grievance procedure.
- 2.3.12 As used in this grievance procedure, "school day" means a day when teachers are required to be in attendance except that during the summer recess, it means any day except a Saturday, Sunday or legal holiday.

- 2.3.13 It is essential that the time limits set forth in this grievance procedure be strictly adhered to by the parties and the teachers. However any such time limit may be extended by mutual agreement of the parties. Neither party shall unreasonably withhold its consent to an extension.
- 2.3.14 All awards from the grievance procedure resulting in payment of money shall be paid in separate warrants.

#### 2.4 Association Rights and Privileges

- 2.4.1 Officers - The president of the Holland Teachers Association shall receive seven preparation periods per week.
- 2.4.2 Holland Teachers Association Leave - Upon not less than 30 days application, the District may grant to a tenured teacher a leave of absence without pay on a year-to-year basis not to exceed four (4) years for the purpose of service on the staff of the Holland Teachers Association or its affiliates. Upon not less than 30 days application, the District shall grant a teacher (whether probationary or tenured) a leave of absence without pay on a year-to-year basis for the purpose of service as an elected officer of the Holland Teachers Association affiliates.
- 2.4.3 Chief School Officer Meeting - The Chief School Officer and representatives of the Holland Teachers Association shall meet regularly on at least a monthly basis to discuss matters relating to the implementation of this Contract, and other matters of concern. A representative of the Association will contact the Superintendent not later than the seventh (7<sup>th</sup>) school day of each month to schedule the date for such meeting.
- 2.4.4 Faculty Lists - The District shall transmit to the Holland Teachers Association a faculty list of each school on or before September 20<sup>th</sup> of each year, or include such lists in its faculty handbook if the handbook is distributed prior to September 20<sup>th</sup> each year.
- 2.4.5 Communication Service - Bulletin Boards. The Holland Teachers Association shall have the right to post notices of its activities and matters of Holland Teachers Association concern on teachers' bulletin boards, at least one of which shall be provided in each school building. The Administrator in charge of each building in which such notices are posted, as well as the Superintendent, will be given a copy of each notice so posted, provided that the District makes such copies as it requires at no cost to the Association.

- 2.4.6 Use of School Facilities - The Holland Teachers Association shall have the right to use school buildings, facilities and equipment, pursuant to existing practices and policies. The President of the Association will file a notice in the Superintendent's Office for the use of space within a particular building no later than the Wednesday which precedes the date of use requested by at least seven (7) days, unless the parties agree to some other time period for such notice because of unusual circumstances.
- 2.4.7 Duly authorized representatives of the Holland Teachers Association shall be permitted to transact official organization business on school property at all reasonable times.
- 2.4.8 Annually, by November 1<sup>st</sup>, the District will provide the Association President with a copy of the teachers' seniority list by tenure area, current as of September 1<sup>st</sup> of the year in which the list is provided. The Association will have thirty (30) days to review the list and file objections or questions with the Business Office. The Business Office will review the objections/questions and issue a new list if deemed necessary by the Business Office. Thereafter, the contents of the seniority list are not subject to the grievance procedure. Should a teaching position(s) be abolished, the District will provide an updated seniority list of those teachers in the affected tenure area(s). The contents of the updated list are not subject to the grievance procedure. It is understood that a teacher has not waived his/her rights to file a claim with the Commissioner of Education over matters related to seniority, nor does the teacher or the Association waive the right to grieve decisions made by the District based on the other provisions of the Agreement, provided those provisions do not expressly waive access to the grievance procedure.

### ARTICLE 3. COMPENSATION

#### 3.1 Annual Salary

- 3.1.1 A regular teacher's and a regular substitute teacher's annual salary shall be determined by applying, according to his/her degree, either the Bachelor's Degree Schedule or the Master's Degree Schedule (as set forth in Appendix A of this Agreement) and the succeeding provisions of this Section 3.1.

A part-time teacher's salary shall be determined in the same manner as either a continuing or newly-hired regular teacher, whichever applies, except that his/her salary shall be pro-rated in the same proportion as his/her schedule bears to a full-time teacher's schedule.

- 3.1.2 Teachers employed during the school year will be advanced to the next step on the schedule only after completion of one full year of teaching. (In the case of a part-time teacher, "one-full year" shall mean the equivalency of 180 full days of teaching). Those employed after March 1<sup>st</sup> will receive no credit for the partial part of the year taught. Teachers who are granted a leave of absence during the school year will receive one-half year's credit for placement on the schedule provided they taught one full semester. No credit will be given for part of a semester.
- 3.1.3 For teachers with certifications falling under the pre-February 2, 2004 Commissioner of Education Certification Regulations, graduate hours will not be credited for advancement on schedule if:
- (a) They are taken to earn provisional certification for the area in which a teacher is teaching.
  - (b) The final grade received in the course is below a B, unless credited in a prior contract.
  - (c) The credit was earned through more than 12 hours of independent study in an accredited degree granting program.
  - (d) With the exception of courses required for certification in either the administrative or guidance tenure areas, or other courses approved by the Superintendent for a particular teacher in advance of the teacher's enrollment therein, the courses relate to subjects other than those taught or those in the certification area of the teacher.
  - (e) The course has not been approved in advance of the teacher's enrollment therein by the Superintendent of Schools; provided that if a teacher disagrees with a denial of approval by the Superintendent, the teacher may appeal that denial to a committee composed of one teacher selected by the Executive Committee of the Association, one administrator selected by the Superintendent and one Board of Education member selected by the Board President, the decision of such committee to be final and binding on the teacher and the Superintendent and not further appealable.



- 3.1.4 To be advanced on the salary schedule and receive graduate credit, an employee must furnish the District's Business Office with a copy of his/her grade report, transcript or a letter from the college or university prior to October 15<sup>th</sup> for changes to become effective retroactive to the beginning of the first semester of the year the proof is submitted, and prior to March 15<sup>th</sup> for changes to become effective retroactive to the beginning of the second semester. Transcripts, grade reports, or letters must be received in the Business Office by the respective dates indicated above, otherwise they will not be used for credit advancement until the beginning of the next semester that follows the submission. Each time an employee reaches a new thirty (30) graduate hour plateau, or receives a master's degree, he/she will be required to submit to the Business Office an official transcript(s) from the college(s) or universities for the purpose of verification.

Salary adjustment for additional master's degree or graduate hours shall be reflected in the paycheck issued not later than the second payday following the submission of proof of the completion of the graduate work as required and provided the October and March time lines have been met.

Upon request, the employee who is seeking advancement as a result of graduate credits earned beyond the first thirty (30) hours or hours beyond the master's and/or the professional certificate, may be required to verify the accreditation of the institution granting the credit.

- 3.1.5 Graduate hours shall be paid at the rate of \$50 per graduate hour. On the Bachelor's Degree Salary Schedule, increases shall be at the 6, 12, 18, 24, 30, 40, and 50 credit interval. On the Master's Degree Salary Schedule, increases shall be at the 10, 20, 30, 40, 50, and 60 credit interval.

### 3.2 Other Compensation

- 3.2.1 Teachers shall be paid for coaching in accordance with Appendix B of this Agreement.
- 3.2.2 Teachers shall be paid for extracurricular activity work in accordance with Appendix C of this Agreement.
-

- 3.2.3 Fifteen (15) department heads will be compensated at the rate of \$1000 per year. The departments concerned are English, Social Studies, Science, Math, Performing and Creative Arts, Occupational Studies, Special Education, Physical Education, Music, Guidance, Foreign Language, Student Support, Elementary Building (2) and Middle School Building. The current method of selecting department heads by the members of the department will be continued, provided that if the department has not made a selection by June 15 for the upcoming school year, the administration of the District shall appoint the department head. In order to receive full compensation, the department head shall file an annual report with the Superintendent between June 1<sup>st</sup> and June 19<sup>th</sup>. The criteria for the report shall be supplied by the Superintendent in September to all faculty members. Department heads will conduct at least one department meeting per quarter, which will be attended by all department members. Within five (5) school days of each such meeting, the department head will submit a written report of the meeting to the principal and the Superintendent.
- 3.2.4 All curriculum development work assigned to a teacher by the District to be done outside of the school day or the school year shall be paid for at a rate of \$20.00 per hour. The location of where his/her work is performed shall not be limited unless the District specifically requires that the work is performed at a particular location. Completed curriculum development projects will be presented at a scheduled Board of Education meeting by the teacher(s).
- 3.2.5 A teacher whose teaching schedule requires him/her to make at least two one-way trips per day between buildings shall be paid an annual stipend of \$100.00 in lieu of mileage.
- 3.2.6 (a) Teachers may elect to receive single or family coverage under (1) Blue Cross/Blue Shield Hospital Plan (42/43) \$250 deductible; Medical Surgical (60/61); Major Medical (BCMM-7) without prescription benefit, \$50/\$100 deductible, (unlimited Lifetime maximum) and Prescription Drug \$5/\$10 dual co-pay with contraceptives or (2) the Community Blue POS plan #203 offered by the District. For teachers hired by the District prior to July 1, 1996, the District shall contribute ninety percent (90%) of the monthly premium for Blue Cross/Blue Shield plan or one hundred percent (100%) of the monthly premium for the Community Blue Plan, whichever the teacher selects, provided that if one hundred percent (100%) of the Community Blue premium exceeds ninety percent (90%) of the Blue Cross/Blue Shield premium, the District's contribution toward Community Blue shall not exceed ninety percent (90%) of the Blue Cross/Blue Shield premium. For teachers hired on or after July 1, 1996, the District shall contribute the lesser of ninety percent (90%) of the monthly premiums for the Blue Cross/Blue Shield plan or one hundred percent (100%) of the monthly premium for the Community Blue plan.

A teacher who was employed and receiving Blue Cross/Blue Shield coverage as of June 30, 1996 and who elects during the term of this Agreement to change to Community Blue coverage shall receive a one-time payment of \$200 made within thirty days of the effective date of the teacher's change in coverage, provided that at the time of the change, the monthly premium for Blue Cross/Blue Shield is greater than that for Community Blue.

The foregoing applies to regular teachers and to regular substitutes who are teaching for a full year. The contribution for a part-time teacher shall be prorated in proportion to a full time teacher's schedule. Application to change insurance coverage at District expense cannot be made after the designated open enrollment period. If a husband and wife are employed by the District, they may elect family coverage in which case the employee with the first birthday within the calendar year will be designated as the holder of the policy; however, if there are no eligible dependents, the employees will receive two (2) single policies if available and less expensive than the family plan from the insurance provider. No teacher shall be entitled to cover a dependent or spouse under the District's group health insurance plan if said dependent or spouse is otherwise enrolled in another group health insurance plan. No teacher shall be entitled to be covered under the District's group health insurance plan if he is covered by another group health insurance plan provided by another employer.

- (b) The District will permit teachers to participate on a group basis in a Blue Cross/Blue Shield Dental Insurance Plan known as the "Level I High Basis, Dental Plan," consistent with the rules and regulations of Blue Cross/Blue Shield of Western New York, Inc., at no cost to the District.
- (c) The District may substitute a comparable plan provided by another carrier for the one specified in paragraph 3.2.6.a of this Agreement. The District and the Association will meet and mutually determine whether such a plan offered by the District is "comparable" before the substitution is made.
- (d) The District will permit retired teachers to voluntarily participate in health insurance plans offered through the District at no cost to the District. Retirees electing to participate will remit premiums on a quarterly basis to the District's Business Office. The quarterly payments shall be made at least one (1) week before the beginning of each quarter. Failure to provide the District with timely payments will result in forfeiture of the retiree's privilege to participate. Retired teachers will be notified at their last known address to the District of open enrollment periods, plan changes and premium costs. The District may substitute plan(s) or modify plan(s) available to retirees consistent with any changes made for active employees of the District. At

any time should the District become aware of alternative health insurance plans designed for retirees, the District will notify the Association. Such notification will be at least sixty (60) days prior to any modification or substitution of the plan(s). The District and the Association will meet and mutually determine whether such plan(s) is adequate and meets the basic description and benefits of the current plan(s) before a substitution is made. Retiree participation in District offered plans shall be subject to the rules and regulations of the insuring company with regard to retirees. Once a retiree reaches a qualifying age for plans designed for retired seniors, the retirees shall be required to switch to those senior type plans.

- (e) The District shall not be required to maintain any rider, co-pay or deductible if the insurance provider unilaterally ceases to offer any rider, co-pay or deductible. The parties agree to negotiate an alternative as soon as either party receives notice that the insurance provider will no longer make any rider, co-pay or deductible available.

3.2.7 A teacher, except a regular substitute or a part-time teacher, with 20 years or more service in the District, who notifies the Superintendent in writing of his/her plans to retire by February 1<sup>st</sup> of the year in which he/she is retiring will receive an additional payment on the effective date of his/her retirement equivalent to \$40 per day for each of his/her unused sick leave days up to \$8,000.

3.2.8 A teacher who has perfect attendance for the entire school year will automatically receive a payment of \$200 in the teacher's last paycheck of the school year. A teacher who has perfect attendance for the entire school year, except for one (1) day or a fraction thereof, will automatically receive a payment of \$100 in the teacher's last paycheck of the school year.

3.2.9 The District shall implement a Section 125 Cafeteria Plan effective as soon as practicable after July 1, 1996. That plan will make provision for coverage of at least un-reimbursed medical expenses and dependent care costs, and such other uses as may be mutually agreed by the District and the Association prior to implementation of the plan. Funding of plan benefits shall be solely through employee salary reduction contributions. The plan shall be administered by an outside entity selected by mutual agreement of the District and the Association. The cost of the initial implementation of the plan will be borne on an equal basis by all teachers in the bargaining unit with the payment for each teacher made by payroll deduction. Annual costs of administration shall be borne by the District.

- 3.2.10 Effective with the summer of 2001, the District will compensate a teacher who participates in summer in-service instruction, a summer seminar or summer workshop that has previously been approved by the Superintendent of Schools. The compensation shall be at the rate of twenty dollars (\$20) per hour for time actually spent in the instruction, seminar or workshop, up to the maximum number of hours approved by the Superintendent, and provided that the maximum amount for each instruction, seminar or workshop for a teacher shall be two hundred and fifty (\$250) dollars. Approval of instruction, a seminar or workshop will not be unreasonably denied by the Superintendent of Schools. In addition to the hourly rate, teachers shall be paid a travel stipend at the approved District mileage rate if attendance at the instruction, seminar or workshop requires travel more than 50 miles (one way) from the teacher's home. In order to qualify for the payment under this paragraph, a participant must submit a report to the Superintendent indicating how the in-service instruction, seminar or workshop enhanced academic achievement in the District.

### 3.3 Payroll Matters

- 3.3.1 Paychecks will be issued to teachers bi-weekly on the last day of each such two week period (e.g., during the 1987-88 school year, the first check will be issued on September 11, 1987) with: (i) each payment being 1/21<sup>st</sup> of the teacher's annual salary as specified in Appendix A of this Agreement, or (ii) each payment being 1/26<sup>th</sup> of said annual salary, with the last payment being 5/26<sup>th</sup> thereof. Each teacher shall notify the District in writing of which of the foregoing options ("i" or "ii") he/she chooses for each succeeding school year not later than June 30<sup>th</sup> of the preceding school year. The foregoing 1/26-5/26 option ("ii") will be available only if the number of teachers electing it exceeds nine. The District will distribute to each teacher a schedule of pay dates with the teacher's first paycheck in September of each school year. For teachers who do not complete the required number of working days in a school year, their salaries shall be determined by utilizing the method describe in the *Matter of Swaim* (9 Ed. Dept. Rep. 23).
- 3.3.2 The District shall provide payroll deductions from checks for retirement loans, tax sheltered annuities designated in writing by the Association, credit union payments, and unified Association dues. There shall be no limit on the number of TSA companies, provided a common remitter is available to accept responsibility for the distribution of TSA deductions. Should a common remitter not be available, have certain limitations, requirements or should the requirements of the common remitter change and be inconsistent with the District's technology, or ability to comply, the parties agree to negotiate an acceptable alternative. Each employee desiring a deduction shall fill out, sign and file with the Business Manager a form authorizing said deduction and listing by organization the amount to be withheld. A new or

changed deduction form with respect to a tax sheltered annuity may only be filed one time within a school year, thirty days prior to the implementation of the deduction indicated thereon. A new or changed deduction form concerning a credit union payment may be filed at any time during the school year, thirty days prior to the implementation of the deduction indicated thereon. All other new or changed deduction forms must be filed with the Business Manager not later than October 15 of the school year. However, regular deductions will be taken from twenty (20) paychecks for the credit union upon the written request of any teacher as provided in this paragraph 3.3.2, and adjustments to such deductions to facilitate credit union loan payments also will be made upon similar request. All such credit union deductions will be mailed to the credit union on the first banking day (except Saturday) following the pay date on which the deductions were taken. The Association deductions will be continuous unless and until a teacher submits a written request of withdrawal to the District with a copy to the Association. Deducted dues will be transferred monthly to the Association. The Association shall hold the District harmless against all claims, demands, suits and liabilities of whatever nature arising out of the operation of this paragraph except that the District shall be liable for its own negligence in connection therewith. All TSA deductions shall be transferred to the common remitter within three (3) business days after the date of each teacher's payroll.

- 3.3.3 Extracurricular work performed on a "per occasion" basis (e.g., evening supervision, etc.) shall be paid not later than the second payday following the occasion, provided the teacher submits the necessary claim form, which is available from the office, after the activity, and provided the activity is listed in the schedule in Appendix C.

#### ARTICLE 4. ABSENCE

##### 4.1 Sabbatical Leave

- 4.1.1 Sabbatical leave can be granted only upon the recommendation of the Superintendent and with the approval of the Board.
- 4.1.2 Only one person per year can be granted sabbatical leave. If more than one teacher applies, the seniority of the teachers will be considered.
- 4.1.3 The leave shall be for one year with one-half pay. The District prefers not to grant one semester leave because of the educational disadvantage to students when they do not have the service of the same teacher for a full year.
- 4.1.4 The District shall ask that the teachers applying meet these qualifications:
- (a) Teacher must have seven years of continuous service in the District as a full-time regular teacher.

- (b) Teacher must have permanent certification.
- (c) Teacher must have a Bachelor's Degree plus at least 30 hours of graduate work.
- (d) A qualified substitute agreeable to the Board must be available.

A teacher's application will be weighed on the basis of the value of his proposed program of study to the District and the professional qualifications of the individual. To be approved, a program which the teacher wishes to enter must be under the supervision of a college or university and must be credit granting. Periodic proof will need to be furnished that the teacher is enrolled.

- 4.1.5 Upon completion of a sabbatical leave granted under this Section 4.1, a teacher must return to the District and teach for a period of at least two school years. A teacher who does not comply with this requirement shall pay to the District the gross amount of all wages paid the teacher for the period of his sabbatical leave. Individuals upon return to the District will receive credit on the salary scale both for services and for training.
- 4.1.6 The application for sabbatical leave must be filed with the Superintendent not later than April 1<sup>st</sup> preceding the year for which the leave is requested.

#### 4.2 Family Care Leave

- 4.2.1 A teacher may apply in writing to the Board through the Superintendent for a leave of absence without pay for family care purposes. The application must be made at least 90 days prior to the effective date of the leave requested, except in the case of a catastrophic family illness, and will specify the length of the leave being requested. Family shall include spouse, child, parent or other relative living in the same household as the teacher. Such leave shall be for (1) the care of a son or daughter or (2) the care of another family member of the family, as defined above, with a serious health condition.
- 4.2.2 Upon the recommendation of the Superintendent, the Board may grant such leave for up to two semesters.
- 4.2.3 A teacher on family care leave of absence under paragraph 4.2.2 hereof may apply in writing to the Board through the Superintendent for an extension of said leave for up to two additional semesters.
- 4.2.4 The Superintendent's and the Board's decisions on applications filed under Section 4.2 shall not constitute or be considered as practice with respect to any other such applications.

- 4.2.5 A teacher on family care leave who wishes to return to active service must notify the Superintendent to that effect in writing no later than the first of April preceding a Fall semester, or the first of October preceding a Spring semester. Any leave granted under paragraphs 4.2.2 or 4.2.3 of this Agreement must terminate on either September 1<sup>st</sup> or February 1<sup>st</sup> as the case may be. However, upon the mutual agreement of the teacher and the Superintendent, the teacher may return at an earlier time than originally scheduled.
- 4.2.6 A teacher on family care leave pursuant to this Section 4.2 may elect to participate in the District's group health insurance plan at the teacher's expense; provided, of course, that the monthly premium cost therefore is paid in advance of any month in which due.
- 4.2.7 The provisions of this Section 4.2 shall not apply to any substitute teacher.

#### 4.3 Sick Leave

- 4.3.1 Ten days per year are granted at the start of each school year to each regular teacher who starts at the beginning of the school year. During June of each school year, an eleventh day will be granted to each regular teacher who has not taken a personal leave day under Article 4.4 of this Agreement during the just preceding month of May. Any regular teacher who starts after the beginning of the school year shall be granted (at the time he/she starts) one day for each month remaining in the year.
- 4.3.2 Paragraph 4.3.1 shall apply to any substitute teacher who is not employed on a per diem basis, provided that the number of days granted shall be prorated based on the length of the teacher's expected service. Paragraph 4.3.1 shall apply to any part-time teacher who teaches part of each day per week. Paragraph 4.3.1 shall apply to any part-time teacher who teaches fewer than five (5) full days per week; provided that the number of sick leave days shall be prorated to correspond to the number of days worked each week. (E.g., a teacher who teaches 2 out of 5 days per week would receive 4 days sick leave per year.)
- 4.3.3 In cases where a teacher eligible to use sick leave under the terms of this Section 4.3 is able to anticipate the need for such an absence (e.g., surgery, convalescence, or childbirth), sick leave shall be granted only in accordance with the following procedures:
- (a) The teacher will advise the Superintendent in writing, as soon as he is aware of the need for the absence, or 90 days in advance of the expected starting date, whichever is shorter, of the expected starting date and length of disability.



- (b) As soon as possible following the notice required by subparagraph (a) of this paragraph 4.3.3, the teacher shall furnish the Superintendent a written statement from his attending physician containing the expected starting date and length of disability.

Any sick leave granted hereunder shall end, and the teacher shall return to work, as soon as he is able to perform the full duties of his position, provided that the teacher, prior to his return to work, must present to the Superintendent a certificate from his attending physician that he is capable of performing the full duties of his position.

- 4.3.4 If a regular substitute or part-time teacher leaves before the end of the school year and has used more sick days (not counting days used from those accumulated in prior years) than he would have earned at a rate of one per month, then an amount equal to the rate of compensation for the excess number of days used shall be deducted from his final paycheck.
- 4.3.5 The maximum number of sick leave days a regular teacher may accumulate shall be 200 such days. Regular substitute and regular part-time teachers also may accumulate a maximum of 200 sick leave days for use only during any then current period of their service to the District. No regular part-time or regular substitute teacher may carry over any such accumulated days from one period of such service to the next.
- 4.3.6 **USE OF ACCUMULATED SICK LEAVE FOR FAMILY ILLNESS**

Sick leave may be used for the teacher's personal illness or illness in the teacher's family. Up to ten (10) days of sick leave in any given school year may be used for illness in the teacher's family. The Superintendent may authorize additional paid leave drawn from the teacher's own accumulated sick leave for illness in the teacher's family in excess of the foregoing ten (10) days. For the purpose of this section, the teacher's family shall be defined as husband, wife, child, parent, step child, step parent, brother, sister, or person living in the same household as the teacher.
- 4.3.7 The Business Manager will give each teacher not later than October 1<sup>st</sup> a record of his accumulated sick leave.

4.3.8 A Sick Leave Bank shall be established by contributions from teachers in the negotiating unit in accordance with the following rules:

- (a) Annually, each teacher who desires to contribute to the Sick Leave Bank may contribute up to four (4) days of his/her accumulated sick leave. Those teachers within the last year of employment prior to retirement may voluntarily contribute up to five (5) days. The contribution shall be made on a form provided by the District's Business Office not later than June 30<sup>th</sup>. Notwithstanding any of the foregoing, the total number of days on deposit in the Bank at any one time shall not exceed 500 days. Except during the phase-in period of 2004-2005, 2005 – 2006, 2006 – 2007, and 2007 – 2008, in the event the total number of such days falls below 250 days, the Association Sick Leave Bank Committee shall be authorized to request that each participating member of the Bank voluntarily contribute up to two (2) additional days to the Bank. If the voluntary contribution does not restock the Bank (above the 250 days), the Association will authorize the District to deduct one (1) day of accumulated sick leave from all participating members of the Bank.
- (b) A teacher who (i) has exhausted his own sick leave days available to him, and (ii) who must be absent because of a prolonged illness or physical disability, and (iii) who submits satisfactory doctor's proof of such illness or disability, and (iv) who has previously contributed to the Bank, shall be eligible to withdraw days from the Bank for such an absence. A teacher who has completed at least five (5) years of service to the District may withdraw up to a maximum of ninety (90) days. A teacher who has completed less than five (5) years of service to the District may withdraw a maximum of forty (40) days. Determinations on withdrawals shall be made by a committee of teachers named by the Association. The committee shall determine whether or not to grant an eligible teacher's request for a withdrawal and if granted, how many days shall be granted. The committee's determination shall be certified by it in writing to the Superintendent. The certification shall be accompanied by the doctor's proof. The Association shall indemnify and hold the District harmless against all claims, demands, suits and liabilities of whatever nature arising out of the operation of the sick leave bank.
- (c) If a teacher who has withdrawn from the Bank does not return to the service of the District for a period of three (3) years following his use of such days, and if his failure to so return is occasioned by any reason other than retirement or disability, he/she shall repay to the District the gross dollar amount paid to him for days from the Bank, and the District shall then credit the Bank with the number of days for which it has been repaid. As evidence of this obligation, each teacher withdrawing days from the Bank shall, as a

condition of the grant of such days, sign a promissory note supplied by the District stating this repayment obligation.

- (d) Notwithstanding any of the foregoing, no part-time or substitute teacher shall contribute to the Bank or be eligible to make any withdrawals from the Bank.
- (e) Teachers not now (as of the ratification date of this Agreement) members may join and contribute up to three (3) days. All newly hired teachers must join by June 30<sup>th</sup> of the second full year of their employment (minimum contribution must be one (1) day). For example, teachers hired on July 1, 2004, must join by June 30, 2006. Failure to join at the time specified will exclude the teacher from joining the Sick Leave Bank.

#### 4.4 Personal Leave

- 4.4.1 (a) The following provision will terminate (sunset) June 30, 2008 and is not subject to the *Triborough* provision of the *Taylor Law*. Unless or until the parties renegotiate a replacement, Section 4.4.1 as found in the 2000–2004 Agreement, will become effective July 1, 2008.
- (b) Effective July 1, 2004, a teacher may take up to three (3) days of personal leave per year. Effective June 30, 2005, a teacher's unused personal leave days will be automatically rolled over into the teacher's personal leave account for possible use in the 2005 – 2006 school year. Each year thereafter, until the sunset date of this provision, a teacher's unused personal leave will automatically roll over into the subsequent year up to a maximum of six (6) days with any personal leave days that exceed such maximum to be automatically rolled over to the teacher's accumulated sick leave account. In the event the parties revert to Section 4.4.1 as found in the 2000 – 2004 Agreement, any accumulated personal leave days up to a maximum of six (6) will be rolled over to the teacher's accumulated sick leave account. Such rollover shall not cause the teacher's sick leave balance to be in excess of the maximum number of accumulated sick leave days as provided for in Section 4.3.5 of the Agreement. Personal leave days that cause the teacher's accumulated sick leave account to exceed the maximum are dissolved.

4.3.9 No absence for personal leave will be allowed consecutively with a recess or any other absence, whether excused or unexcused, except:

- (a) a personal leave day taken consecutively with a bereavement leave absence,
- (b) a personal leave day taken because of an emergency beyond the teacher's control, if approved by the Superintendent.

- 4.3.10 The request for a personal leave of absence under this Section 4.4 must be submitted in writing and approved by the Superintendent at least 24 hours in advance of the beginning time for the leave, except in the case of an emergency beyond the teacher's control, in which case such leave must be approved by the Superintendent as soon before or after the teacher's absence as practicable.
- 4.3.11 No more than three members of the faculty in each building, and no more than nine (9) members of the entire faculty, may be absent for personal leave in any one day, except in case of an emergency beyond the teacher's control in which case the leave must be approved by the Superintendent as provided in paragraph 4.4.3 of this Agreement. In the event that more than three teachers in one building apply for any certain day, the first three who apply shall be granted the leave.
- 4.3.12 For the purpose of this section, personal leave may be taken and charged in no less than one (1) hour increments.
- 4.3.13 No personal leave days may be taken on a Superintendent's Conference Day or Parent-Teacher Conference Day. However, the Superintendent will grant personal leave on such conference days upon a teacher's request for the purpose of attending a funeral, or in case of an emergency beyond the teacher's control and approved under paragraph 4.4.3 of this Agreement.
- 4.3.14 Notwithstanding the foregoing, a per diem substitute teacher and a per diem part-time teacher shall not be allowed personal leave. The benefits of this Section 4.4 shall be granted to regular substitute teachers and regular part-time teachers on the same pro-rata basis as provided for sick leave under paragraph 4.3.2 of this Agreement.
- 4.3.15 No personal leave days may be taken under any circumstances on (a) either the first or last day of scheduled teacher attendance of each school year or (b) either the first or last day of scheduled student attendance of each school year.

#### 4.5 Other Leaves

- 4.5.1 A teacher absent while on jury duty will be allowed leave without loss of pay or deduction from any other leave. The teacher shall leave complete lesson plans for the substitute teacher. It is the teacher's obligation to furnish the payroll clerk with a record from the Clerk of the Court (or other evidence acceptable to the District) showing the number of days served. While on jury duty, the teacher will confer with his substitute at least three times per week. The teacher shall retain his jury fees.

- 4.5.2 A teacher who appears in a court proceeding as a non-party witness pursuant to a subpoena shall be paid the difference between any remuneration received for such appearance and the teacher's normal per diem rate for time actually lost from work because of such appearance, provided the teacher (i) notifies his immediate supervisor five (5) working days before the date the teacher is required to appear, or as soon as possible following receipt of the subpoena; (ii) provides a true copy of the subpoena to his immediate supervisor prior to the required appearance date thereon; (iii) cooperates with the District in requesting excusal from or rescheduling of the date or time of the required appearance to accommodate the teacher's work schedule; (iv) leaves complete lesson plans for the substitute teacher; and (v) returns to his position on any day he is excused early or does not have to testify after he reports.
- 4.5.3 Each regular teacher shall be credited with five (5) bereavement days per occurrence with pay, said leave not to be deductible from sick leave and to be granted in the case of the death of the teacher's spouse, child (including step-child), parent (including step-parent). Three (3) bereavement days will be credited per occurrence with pay, said leave not to be deductible from sick leave and to be granted in the case of the death of a parent-in-law, grandparent, grandparent-in-law, grandchild, brother, brother-in-law, sister or sister-in-law, or other person living in the same household as the teacher. In addition, one (1) bereavement day per occurrence with pay, not be to deductible from sick leave, will be granted in the case of the death of the teachers' aunt, uncle, niece or nephew. Such leave shall be non-accumulative. A regular substitute teacher who has taught, or is scheduled to teach, for at least one school semester is eligible for leave under the provisions of this paragraph 4.5.3. A regular part-time teacher who has taught, or is scheduled to teach, for at least one school semester is also eligible for leave under the provisions of this paragraph 4.5.3. However, no bereavement leave shall be granted to any other substitute teacher or to any other part-time teacher.
- 4.5.4 The President of the Association shall be granted upon request three days to perform business in connection with the Association. The request is to be made in writing to the Superintendent one week in advance and the request shall specify Association business.
- 4.5.5 Upon recommendation of the Superintendent and approval of the Board, an eligible teacher may be granted up to a two (2) year, unpaid leave of absence. To be eligible, the teacher must have completed at least ten (10) years service in the District and applied to the Superintendent in writing for the leave no later than April 1<sup>st</sup> of the year prior to the one in which the leave is proposed to begin. All such leaves will begin on September 1<sup>st</sup> and end on June 30<sup>th</sup> of the school year(s) involved. During the term of such a leave, the teacher may elect to remain enrolled in the District's group health program (paragraph 3.2.6 of this Agreement), provided the teacher pays the entire cost of his enrollment to the District. In addition, during the term of such a

leave, the teacher will not forfeit his seniority for salary purposes or accrued sick leave under paragraphs 3.1.2 and 4.3.4 of this Agreement, respectively.

#### 4.6 Conferences and Visiting Other Schools

- 4.6.1 Request to attend a conference should be included in the budget which each teacher prepares in the Spring. The request for final approval to attend the conference should be made to the Superintendent in writing on the form provided. The teacher's anticipated expenses should be included in the application.
- 4.6.2 General rules which apply for conference attendance.
- (a) The number of teachers from each department who may attend a conference shall be determined by the Superintendent in his sole discretion.
  - (b) There shall be a rotation of the teachers who attend annually.
  - (c) Upon return, the teacher will present a written report on the information gained at the conference during a meeting of the other members of his department. A copy of this report shall be given to the Superintendent within seven (7) days after the department meeting, provided that the Superintendent requested such report prior to the said meeting.
  - (d) No request shall be made for attendance at a conference not directly related to the teaching area of the teacher concerned.
  - (e) A voucher shall be obtained from the school office requesting reimbursement of expenses upon return from the conference. Proof of expense should be attached. Reimbursement will be subject to the approval of the Superintendent, and based upon the fulfillment of the requirements in subparagraph "C" above by the teacher. Should the teacher fail to fulfill these requirements, the District may deny reimbursement. In the event reimbursement is denied, the teacher will be held solely responsible to pay all expenses associated with attendance at the conference.
  - (f) Delegates from the Association may request time to attend the Representative Assembly of NYSUT (New York State United Teachers) and the Retirement Board meetings without reimbursement for expenses. (5 days total absence for these purposes).
- 4.6.3 Conference expenses will be reimbursed on the basis of an estimation thereof submitted by the teacher to the Board for approval in advance of attendance at the conference. Actual expense(s) in excess of said estimation will be verified by the Business Manager, and subject to final approval upon the recommendation of the

Superintendent by the Board. Expenses subject to reimbursement hereunder are limited to those reasonably incurred for conference registration, lodging at any conference outside a 50 mile radius of the Holland Central High School, meals, and mileage at the District-approved rate.

4.6.4 In the case of all approved conferences, the District will pay the teacher his full wages and also the cost of the substitute to take the teacher's place.

4.6.5 The District will allow a total of ten man days per school year to members of the negotiating unit to be used for the purpose of visiting other schools to observe a program which the District believes may prove beneficial to this District. A teacher who desires to make such a visit shall apply therefore in writing to the Superintendent not less than 15 school days ahead of the proposed visiting day. The application shall state the school to be visited, the program to be observed and the reasons the teacher believes the visit will be beneficial to the District. If the Superintendent approves the visit, he shall so notify the teacher not less than 5 school days ahead of the proposed visiting day. After the visit, the teacher shall submit a written account and evaluation of the visit to the Superintendent and shall be prepared to present an oral report at a faculty meeting if the Superintendent so requests.

4.6.6 Nothing in this Section 4.6 applies to part-time or to regular substitute teachers.

#### 4.7 Unapproved Absences

4.7.1 One-two hundredths of a teacher's annual salary will be deducted for each day he is absent without approval or in excess of allowance.

4.7.2 Any teacher absent from work for more than twenty consecutive school days without authorization pursuant to Article 4 of this Agreement has abandoned his/her position, and shall automatically be deemed to have resigned from all appointments to employment by the District.

#### 4.8 Family and Medical Leave Act

4.8.1 If the Family and Medical Leave Act of 1993, or regulations adopted pursuant thereto, or any legislation or regulation adopted by New York State requires the District to grant leave for a purpose covered by this Agreement, an employee who is entitled to leave pursuant both to this Agreement and to such Act, regulation or legislation shall be entitled to leave under the terms of one (i.e., this Agreement) or the other (i.e., the legislation or regulation) only, whichever the employee chooses.

## ARTICLE 5. POSITIONS AND SCHEDULES

### 5.1 Positions

- 5.1.1 The District will give the Association President four copies of the notice announcing any position to be filled which is in summer school, or in the negotiating unit. The copies of the notice will be given to the President at least 10 days prior to the last day of application for the position. Whenever practicable, summer school positions will be filled by regular teachers (not regular substitute or part-time teachers) currently employed in the negotiating unit. Positions listed in Appendix B and C shall be open to both teacher and non-teacher applicants, from among which the Board will make annual appointments; provided, that if there are two or more applicants, the following rules will apply: (1) if there is an incumbent among such applicants, the incumbent shall be given preference, and (2) if there is no incumbent, non-teacher applicants will be considered only if no qualified teacher applicants are available. Insofar as practicable notices and position openings will be distributed at least two weeks prior to the event.
- 5.1.2 If two or more teachers currently employed in the negotiating unit apply for a position in a certification area in which those teacher-applicants are certified, then as among those teacher-applicants, the teacher with the greatest length of service in the certification area shall be given preference over such other teacher-applicants if all other factors are equal. This paragraph does not apply to summer school positions.
- 5.1.3 The District will notify the Association of a decision by the Board of Education to abolish a specific teaching position at least 30 days before the effective date of that decision.

### 5.2 Schedules

- 5.2.1 Between September 1<sup>st</sup> and June 30<sup>th</sup> (including both days), the maximum number of teacher attendance days shall be 187, exclusive of new teacher orientation day. Notwithstanding the foregoing, teachers shall work on any day such work is required to prevent a loss in the maximum state aid available to the District.
- 5.2.2 The administration shall provide each teacher with five (5) preparation periods per week of not less than 40 minutes each. These periods shall be in addition to a daily duty free lunch period of not less than 30 minutes each.



- 5.2.3 Teachers will be given a statement of their assignments for the next school year, not including the time schedule, by the Friday in Regents Week, including the approximate number of students in each class, but not specific names, but it is understood that such statement will not preclude changes later found to be necessary. Every effort will be made to inform teachers of such changes prior to commencement of the school year.
- 5.2.4 A teacher who is assigned to cafeteria duty will not also be assigned to bus duty.
- 5.2.5 Whenever reasonably practicable, elementary special subject teachers will be scheduled for between three and five minutes between classes. If an elementary special subject teacher is scheduled for four (4) consecutive classes, there will be a minimum of three (3) minutes between each of his/her four classes, provided that the master schedule can accommodate same.
- 5.2.6 Each faculty member shall be required to participate in up to a maximum of three (3) open house/evening programs per school year as designated by the Superintendent. For the purpose of this section "evening programs" shall not include events that are provided for in the extracurricular activities appendices of this Agreement.
- Faculty members are also required to attend no more than ten (10) faculty meetings per school year with each meeting not to exceed 1 ¼ hours in length. Faculty meetings shall be exclusive of mutually initiated committee and small group meetings, and meetings called in case of emergency.
- 5.2.7 During January and June of each school year, the District will provide each K-8 teacher with one-half (½) school day of student-free time which shall be used by the teacher for the preparation of report cards.

#### ARTICLE 6. MISCELLANEOUS


- 6.1.1 The District's teacher personnel files shall be maintained in the central office. Each teacher shall have the right to review the contents of his/her own personnel file at any time during central office hours upon reasonable request. Such review shall be conducted in the presence of the Superintendent or his designee. The teacher may be accompanied by an Association representative during such review. The teacher and his representative (if any) shall sign a statement which will be placed in the file to the effect that on that date he (they) have reviewed the file. Upon reasonable request, the teacher shall be given one copy of any item in his/her personnel file and he/she shall sign and date a receipt therefore which will be placed in the file, but neither the file nor its contents may be removed from the central office by the teacher or his/her representatives. The teacher may submit a written, dated and signed response to any

item in his/her personnel file and such response shall be placed in his/her file. No document which evaluates a teacher's performance or which is critical of his/her fitness as a teacher shall be used against him/her in a disciplinary proceeding unless the teacher has seen the document.


- 6.1.2 Each probationary teacher shall be observed at least two times during each of his/her probationary years. One such observation shall be made prior to December 1<sup>st</sup> of the school year. A teacher shall be observed one additional time if he/she so requests prior to February 1<sup>st</sup> of the school year. At the conclusion of the observation, the observer shall set a time and place for a conference with the teacher concerning the observation. Such conference must take place within five school days of the observation unless the time is extended by mutual agreement of the observer and the teacher. At the conference, the teacher will be given a copy of the observer's report on the observation which has been signed and dated by the observer. At the conference, the teacher shall sign and date the original observer's report solely as evidence that the conference took place and that the teacher was given a copy of the report. Reports will contain constructive suggestions for improvement of instruction.
- 6.1.3 Written requests for supplies stored in the central office will be filled within a reasonable period of time. Teachers will be given the opportunity, through their principals, to order necessary supplies and be able to indicate priorities. Insofar as practicable, distribution of supplies shall be done prior to the opening of school. Supply orders will be made by July 1<sup>st</sup> whenever practicable.
- 6.1.4 The Superintendent and the Association President will meet periodically to discuss and evaluate current student discipline practices.
- 6.1.5 \$100 per year shall be appropriated to each building for the purchase of educational reference material (including computer software) for the Professional Libraries maintained in each building. A committee of three teachers in each building shall select the materials to be purchased, the selection to be submitted at budget time for final approval by that building's principal.
- 6.1.6 Teacher participation in paid or unpaid extra-curricular activities shall be voluntary. A teacher's performance in the classroom will not be evaluated on the basis of whether or not such teacher participates in such extra-curricular activities.
- 6.1.7 Teachers will not be required by the District to transport students in their personal vehicles.
- 6.1.8 Either party may propose an amendment to this Agreement but, during its term, neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement, but this shall not preclude negotiations for a successor to this Agreement.

### SUBSCRIPTION

This Agreement is effective as of 12:01 a.m. on July 1, 2004 and continues in effect until Midnight on June 30, 2008.

  
President—Association

Date 7/28/06

  
Superintendent

Date 7/28/06

Approved by Holland School  
Board of Education

\_\_\_\_\_  
President—Board of Education

Date \_\_\_\_\_

APPENDIX A

MASTER'S DEGREE SALARY SCHEDULE

Masters Salary Schedule

(Bachelors salaries are determined by subtracting \$3,000 from the Masters Schedule)

Step	04-05	05-06	06-07	07-08
1	\$33,825.00	\$34,075.00	\$35,000.00	\$35,500.00
2	\$34,825.00	\$35,075.00	\$35,375.00	\$36,000.00
3	\$35,825.00	\$36,080.00	\$36,375.00	\$36,670.00
4	\$36,830.00	\$37,080.00	\$37,385.00	\$37,670.00
5	\$37,830.00	\$38,120.00	\$38,400.00	\$38,680.00
6	\$38,830.00	\$39,155.00	\$39,455.00	\$39,680.00
7	\$39,830.00	\$40,190.00	\$40,525.00	\$40,825.00
8	\$40,830.00	\$41,225.00	\$41,595.00	\$41,925.00
9	\$41,830.00	\$42,260.00	\$42,665.00	\$43,040.00
10	\$42,830.00	\$43,300.00	\$43,735.00	\$44,155.00
11	\$43,830.00	\$44,330.00	\$44,810.00	\$45,270.00
12	\$44,830.00	\$45,365.00	\$45,885.00	\$46,370.00
13	\$45,830.00	\$46,400.00	\$46,950.00	\$47,485.00
14	\$46,830.00	\$47,435.00	\$48,025.00	\$48,595.00
15	\$47,830.00	\$48,470.00	\$49,100.00	\$49,715.00
16	\$49,330.00	\$49,505.00	\$50,170.00	\$50,820.00
17	\$50,830.00	\$51,065.00	\$51,245.00	\$51,930.00
18	\$52,330.00	\$52,615.00	\$52,845.00	\$53,045.00
19	\$53,830.00	\$54,170.00	\$54,450.00	\$54,715.00
20	\$55,330.00	\$55,720.00	\$56,060.00	\$56,375.00
21	\$56,825.00	\$57,287.00	\$57,685.00	\$58,040.00
22	\$58,800.00	\$58,819.00	\$59,290.00	\$59,700.00
23	\$60,825.00	\$60,858.00	\$60,875.00	\$61,365.00
24	\$62,825.00	\$62,959.00	\$62,990.00	\$63,005.00
25	\$64,830.00	\$65,029.00	\$65,160.00	\$65,790.00
26	\$66,830.00	\$67,099.00	\$67,305.00	\$67,440.00
27	\$68,830.00	\$69,169.00	\$69,540.00	\$69,660.00
28	\$70,830.00	\$71,239.00	\$72,540.00	\$72,660.00
29	\$72,830.00	\$73,309.00	\$75,540.00	\$75,660.00
30	\$74,820.00	\$76,675.00	\$78,690.00	\$81,000.00

APPENDIX B - 1  
2004-06 COACHING SALARY SCHEDULE<sup>1/</sup>

<u>Experience</u>		<u>Step 1</u> <u>1<sup>st</sup> Year<sup>2/</sup></u>	<u>Step 2</u> <u>3<sup>rd</sup> Year<sup>2/</sup></u>	<u>Step 3</u> <u>5<sup>th</sup> Year<sup>2/</sup></u>	<u>Step 4</u> <u>7<sup>th</sup> Year<sup>2/</sup></u>
Soccer	- Varsity - Junior Varsity - Modified <sup>9/</sup>	3036 2167 1524	3675 2809 2160	4096 3336 2578	4513 3645 2995
Field Hockey	- Varsity - Jr. Varsity	3036 2167	3675 2809	4096 3336	4513 3645
Volleyball	- Varsity - Jr. Varsity	3036 2167	3675 2809	4096 3336	4513 3645
Basketball	- Varsity - Jr. Varsity - Modified	4339 3036 2583	4968 3675 3345	5394 4096 3844	5823 4513 4344
Wrestling	- Varsity - Jr. Varsity (B Team) - Modified	4339 3036 2583	4968 3675 3345	5394 4096 3844	5823 4513 4344
Baseball/Softball	- Varsity - Jr. Varsity	3036 2167	3675 2809	4096 3336	4513 3645
Track	- Varsity - Assistant <sup>10/</sup> - Modified	3036 2167 1524	3675 2591 2160	4096 3009 2578	4513 3426 2995
Cross-Country Ski	-Varsity	4339			
Bowling		2171			
Girls Cheerleading: Soccer	- Varsity - Jr. Varsity	779 552	888 629	968 685	1041 740
Girls Cheerleading: Basketball	- Varsity - J. Varsity	1112 791	1272 906	1381 985	1490 1060
Girls Cheerleading: Wrestling	- Varsity	1112	1272	1381	1490

<sup>1/</sup> Payments under this schedule will be made in three (3) installments to be included in the teachers' paychecks at the beginning, middle and end of the season. The final such installment will be payable following satisfaction by the teacher of the season end requirements of the position, including a reasonable effort on the part of the teacher to recover any equipment signed out but not turned in by students.

<sup>2/</sup> Year in position in Holland District. If a coach's classification is changed from "Junior Varsity" to "Varsity", from "Assistant" to "Junior Varsity" or from "Assistant" to "Varsity", the coach will be placed on the lowest Step of the new classification which results in an increase for him.

<sup>9/</sup> Only if there is a full schedule of at least 5 games established before practice season begins and provided at least 20 9th grade - 10th grade students will participate throughout the year.

<sup>10/</sup> Provided that the total number of participants after the first meet numbers 35 or more.

APPENDIX B – 2

2006-08 COACHING SALARY SCHEDULE<sup>1/</sup>

Experience		Step 1 1 <sup>st</sup> Year <sup>2/</sup>	Step 2 3 <sup>rd</sup> Year <sup>2/</sup>	Step 3 5 <sup>th</sup> Year <sup>2/</sup>	Step 4 7 <sup>th</sup> Year <sup>2/</sup>
Soccer	- Varsity	3142	3804	4239	4671
	- Junior Varsity	2243	2907	3453	3773
	-Modified <sup>3/</sup>	1577	2236	2668	3100
Field Hockey	- Varsity	3142	3804	4239	4671
	- Jr. Varsity	2243	2907	3453	3773
Volleyball	- Varsity	3142	3804	4239	4671
	- Jr. Varsity	2243	2907	3453	3773
Basketball	- Varsity	4491	5142	5583	6027
	- Jr. Varsity	3142	3804	4239	4671
	- Modified	2673	3462	3979	4496
Wrestling	- Varsity	4491	5142	5583	6027
	- Jr. Varsity (B Team)	3142	3804	4239	4671
	- Modified	2673	3462	3979	4496
Baseball/Softball	- Varsity	3142	3804	4239	4671
	- Jr. Varsity	2243	2907	3453	3773
Track	- Varsity	3142	3804	4239	4671
	-Assistant <sup>4/</sup>	2243	2682	3114	3546
	- Modified	1577	2236	2668	3100
Cross-Country Ski	-Varsity	4491			
Bowling		2247			
Girls Cheerleading: Soccer	- Varsity	806	919	1002	1077
	- Jr. Varsity	571	651	709	766
Girls Cheerleading: Basketball	- Varsity	1151	1317	1429	1542
	- J. Varsity	819	938	1019	1097
Girls Cheerleading: Wrestling	- Varsity	1151	1317	1429	1542
Swimming	Varsity	3142	3804	4239	4671
	Modified	1577	2236	2668	3100

- 1/ Payments under this schedule will be made in three (3) installments to be included in the teachers' paychecks at the beginning, middle and end of the season. The final such installment will be payable following satisfaction by the teacher of the season end requirements of the position, including a reasonable effort on the part of the teacher to recover any equipment signed out but not turned in by students.
- 2/ Year in position in Holland District. If a coach's classification is changed from "Junior Varsity" to "Varsity", from "Assistant" to "Junior Varsity" or from "Assistant" to "Varsity", the coach will be placed on the lowest Step of the new classification which results in an increase for him.
- 3/ Only if there is a full schedule of at least 5 games established before practice season begins and provided at least 20 9th grade - 10th grade students will participate throughout the year.
- 4/ Provided that the total number of participants after the first meet numbers 35 or more.

APPENDIX C

2004-08 PAYMENT FOR EXTRACURRICULAR ACTIVITIES

(Note: 2004-05 not included, based on previous contract)

<b>Holland Central School</b>		
<b>Student Activities Account</b>	<b>2005-06</b>	<b>2006-08</b>
Club/Activity	Payment	Payment
High School Student Council	\$ 898.00	\$ 1000.00
Freshman Class Advisor	\$ 614.00	\$ 708.00
Sophomore Class Advisor	\$ 614.00	\$ 708.00
Junior Class Advisor	\$ 614.00	\$ 708.00
Senior Class Advisor	\$ 898.00	\$ 1000.00
American Field Service	\$ 614.00	\$ 422.00
Drama Club	\$ 115.00	\$ 155.00
Key Club	\$ 366.00	\$ 422.00
Music Council	\$ 115.00	\$ 155.00
National Honor Society	\$ 366.00	\$ 422.00
Prom Committee	\$ 250.00	\$ 290.00
Students Against Destructive Decisions	\$ 366.00	\$ 422.00
Mastermind Jr. Achievement / Environthon	\$ 614.00	\$ 708.00
Varsity Club	\$ 614.00	\$ 708.00
Foreign Language Club	\$ 366.00	\$ 422.00
The Chronicles of Holland Student Newspaper	\$ -	\$ 286.00
Yearbook Advisor	\$ 898.00	\$ 1000.00
HS Marching Band Director	\$ 578.00	\$ 680.00
Musical – Director/Producer	\$ 1666.00	\$ 1950.00
Musical – Choreographer	\$ 600.00	\$ 692.00
Musical – Box Office Administrator	\$ 150.00	\$ 175.00
Musical – Scenery Design	\$ 150.00	\$ 175.00
Middle School Bookfair	\$ -	\$ -
Middle School Show & Select Chorus	\$ 115.00	\$ 175.00
Middle School Talent Revue	\$ 614.00	\$ 708.00
MS SADD	\$ 363.00	\$ 422.00
Middle School Student Government 7- 8	\$ 614.00	\$ 708.00
Middle School Student Government 5 -6	\$ 614.00	\$ 708.00
8th Grade Advisor	\$ 614.00	\$
National Junior Honor Society	\$ 387.00	\$ 447.00
MS Drama Club	\$ 115.00	\$ 422.00
MS Ski Club	\$ -	\$ -
Yearbook Advisor	\$ 614.00	\$ 708.00
MS Tech Club		\$ 422.00
Elementary School Bookfair	\$ -	\$ -
Elementary Dimensions	\$ 115.00	\$ 155.00
Yearbook Advisor	\$ 350.00	\$ 405.00



2 Supervisor - Chaperones at Home Basketball Games* (as needed for 8 home games at \$71.96 per night) .....	1151.36
Supervisor - Chaperone at Home Wrestling Matches* (as needed for 6 home matches at \$33.86 per night) .....	203.16
Supervisor - Chaperone at Girls Home Basketball Games* (as needed for 4 home games at \$33.86 per occasion).....	135.44
Supervisor - Chaperone at Girls Home Volleyball Games* (as needed for 6 home games at \$33.86 per occasion).....	203.16
Supervisor - Chaperone at Home Soccer Matches* (as needed for 19 matches at \$49.72 per occasion) .....	934.80
Supervisor - Chaperone at Home Baseball Games* (as needed for 8 games at \$33.86 per occasion) .....	270.88
Bus Supervisors - Chaperones at Away Athletic Events - Spectator Buses* (20 trips at \$71.96 per trip).....	1439.20
Timer at Home Basketball Games* (8 home games including both Varsity and J.V. at \$38.06 per night)....	304.56
Scorer at Home Basketball Games* (8 home games including both Varsity and J.V. at \$38.06 per night)....	304.56
Supervisors - Chaperones authorized by Superintendent* at school functions other than athletic events, concerts, plays, etc. (2 chaperones/function for 20 functions) at \$38.06 per function, each....	1522.80

\*Note: By October 1 of each school year, the District will solicit teachers to volunteer for placement on lists by type of event listed in this Appendix C. When practical, teachers will receive preference for these assignments.

Each music teacher who accompanies District students (as opposed to serving primarily as a director or adjudicator) participating in a concert or competition program of the Erie County Music Education Association or the New York State Music Association will be paid \$42.10 for each such event occurring on a Saturday and requiring at least 4 hours of the teacher's time. Such payment is in lieu of expenses associated with that duty.

The Superintendent (or designee) and the HTA President (or designee) will work on an annual basis to modify extra-curricular compensation based on student needs. The total amount of compensation paid pursuant to the extra-curricular schedule shall not increase; the only change that can be made is to reallocate funds among new or existing positions. No modification will occur unless agreed to by the Superintendent and the HTA President in writing.

SIDE LETTER OF AGREEMENT

The Parties mutually agree to amend the health insurance provision found in the collective bargaining agreement effective September 1, 2007 if the following conditions are met:

The parties will form an insurance review committee consisting of three members selected by the Association and three members selected by the District. The committee members (6) have equal voting power. The task of the committee will be to examine and compare the existing plans to any other available plan(s) brought to the committee by any committee member.

1. A comparable plan(s) to existing plan(s) is available.
2. The conversion results in savings in premiums for the District.
3. The review committee will convene in January of 2007 and shall be responsible to formulate a decision on comparability by April 1, 2007.
4. If agreement on comparability cannot be reached by the review committee, the plan(s) then in existence will continue for the term of the contract.
5. The savings will be shared by the parties in the following manner: One-half the savings will be paid as a one-time stipend to those employees participating in the health insurance plan.

FOR THE DISTRICT

Gay F. Staro

Dated: 7/28/06

FOR THE ASSOCIATION

J. Perry

Dated: 7/28/06

**SIDE LETTER OF AGREEMENT**

The Holland Central School District and the Holland Teachers Association agree that effective with the first day of the 1996-97 school year, the length of the building day at the Middle School of the District shall be increased by 17 minutes, which will equalize the length of that day with the length of the building day at the elementary and high school buildings of the District.

FOR THE DISTRICT

Harry E. Stone

Dated: 7/28/06

FOR THE ASSOCIATION

Debra J. Perry

Dated: 7/28/06

**MEMORANDUM OF AGREEMENT**

As of September 1, 2000, the District is in the process of instituting a direct deposit program for all employee payroll checks. Tentative plans call for the teacher program to be in place by January 1, 2001. If the program has not been put in place by June 30, 2001, the District agrees that it will negotiate the subject of a direct deposit program with the HTA during the summer of 2001.

FOR THE DISTRICT

Gary F. Star

Dated: 7/28/06

FOR THE ASSOCIATION

R. Herrick

Dated: 7/28/06

SIDE LETTER OF UNDERSTANDING

The parties agree that by deleting section 6.1.4 that appeared in the 2000-2004 contract does not in any way impact upon the school psychologist, social workers and guidance counselors.

It is understood that school psychologist, social workers and guidance counselors are allowed and will continue to administer and correct commercially prepared achievement tests used in the course of their profession.

Section 6.1.4 referred to above read as follows:

- 6.1.4 During each school year teachers shall correct one commercially prepared achievement test, designated by the District, which has been given to the students assigned to them.

SIDE LETTER OF UNDERSTANDING

In Relationship to the Modification of  
Section 5.2.6 as Contained in the 2000-04 Contract

The purpose for the modification was to give the District some flexibility in scheduling faculty meetings on an as needed basis up to ten (10) in a school year rather than simply one (1) per month. By way of example, if a building administrator decides it is necessary to schedule three (3) faculty meetings during the month of September and does not schedule another one until January that would be O.K. These four (4) meeting may be the only four (4) scheduled for the year and that would be consistent with the language – up to ten (10) and scheduled on an as needed basis.

FOR THE DISTRICT

Gary F. Star  
Dated: 7/28/06

FOR THE ASSOCIATION

A. Herráiz  
Dated: 7/28/06



